

1 Cameron Nazemi, Esq. (SBN. 260155)
2 CWN, Inc., a professional law corporation
3 122 Waterford Circle
4 Rancho Mirage, CA. 92270
5 Phone Number: (949) 677-5296
6 Fax Number: (760) 770-6810
7 Email: cwnfirm@gmail.com

8 *Attorney for Plaintiffs.*

9 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

10 AMBER MEYERS, an individual; and ROES
11 1-50, on behalf of themselves and all others
12 similarly situated,

13 Plaintiff(s),

14 vs.

15 MCDONALD’S CORPORATION, a Delaware
16 corporation; MCDONALD’S USA, LLC, a
17 Delaware limited liability company; and DOES
18 1-10,

19 Defendant(s).

Case No.: 5:23-cv-2589

CLASS ACTION COMPLAINT FOR:

- 1. **VIOLATIONS OF STATE CONSUMER PROTECTION LAWS;**
- 2. **BREACH OF CONTRACT;**
- 3. **NEGLIGENT MISREPRESENTATION;**
and
- 4. **UNJUST ENRICHMENT**

DEMAND FOR JURY TRIAL

22
23
24 Plaintiff AMBER MEYERS, an individual, ROES 1-50, and all others similarly situated,
25 allege the following upon information and belief, based on personal knowledge, by and through
26 their undersigned counsel:
27
28

1 LLC, are each registered in Delaware as the state of formation, with its principal place of business
2 located in Illinois. The matter in controversy exceeds the sum or value of \$5,000,000, exclusive of
3 interest and costs, and this is a class action in which the number of members of the proposed class is
4 not less than 100.

5
6 8. Diversity Jurisdiction: In addition, this Court has diversity jurisdiction over
7 Plaintiff's state law claims pursuant to 28 U.S.C. § 1332(a). The matter in controversy exceeds the
8 sum or value of \$75,000, exclusive of interest and costs, and Plaintiff Meyers of the proposed class
9 is a citizen of a state different from the state in which Defendant is a citizen.

10 9. Venue: Venue is proper pursuant to 28 U.S.C. § 1391. A substantial part of the
11 events or omissions giving rise to Plaintiff's claims occurred in this judicial district. Further,
12 Defendant resides in this judicial district for purposes of § 1391. Also, Defendant has used the laws
13 within, and has done substantial business in, this judicial district in that it has promoted, marketed,
14 distributed, and sold the products at issue in this judicial district. Finally, there is personal
15 jurisdiction over Defendant in this judicial district.
16

17 **IV. FACTUAL ALLEGATIONS**

18 **A. Summary of Facts**

19 10. This is a class action against McDonald's for unfair and deceptive trade practices
20 concerning the sale of certain misleading and falsely advertised menu items.

21
22 11. Plaintiff, on behalf of the herself and all others similarly situated, alleges
23 McDonald's pricing strategy fails to put a reasonable person on notice of an Orange Juice
24 Surcharge, because (i) the Breakfast Meals Disclosure is not clear and conspicuous, (ii) advertised
25 Meals with an Orange Juice do not have an asterisk or some other reference next to the pictured
26 orange juice notifying consumers that special pricing or terms apply, (iii) its drive-thru menu board
27 itemizes a customer's order without specifying the cost of the orange juice as an "upcharge" or
28 "additional fee", (iv) the drive-thru menu board itemizes a customer's order by bolding the cost of

1 the combo meal, and then identifies the cost of the orange juice as a subline item in font that is not
2 bold, making it appear as if the cost of the orange juice is included in the price of the meal, (v) the
3 displayed order on the drive thru menu board fails to provide a subtotal for all items purchased, and
4 instead displays the total order price above the applicable itemization of costs, (vi) its employees
5 never disclose a surcharge for orange juice, unless specifically asked, and (vii) the only time
6 Defendant discloses the existence of a surcharge in writing, is on the receipt after payment is made -
7 identifying the cost of the orange juice as an “<Upcharge>”.

9 12. While McDonald’s advertises its breakfast combination meals on both its drive thru
10 menu and in-store menu boards with an orange juice included in the advertised price, McDonald’s
11 deceptively charges an Orange Juice Surcharge for those who actually order the pictured orange
12 juice as a part of the meal.

13 **B. McDonald’s Drive Thru Menu Boards and Orders**

14 13. Plaintiff typically orders breakfast meals at McDonald’s from two locations in Palm
15 Springs, California – 2465 E Palm Canyon Dr, Palm Springs, CA. 92264, and 1717 E Vista Chino,
16 Palm Springs, CA 92262. (Declaration of Amber Meyers (“Declaration”), at ¶ 4).

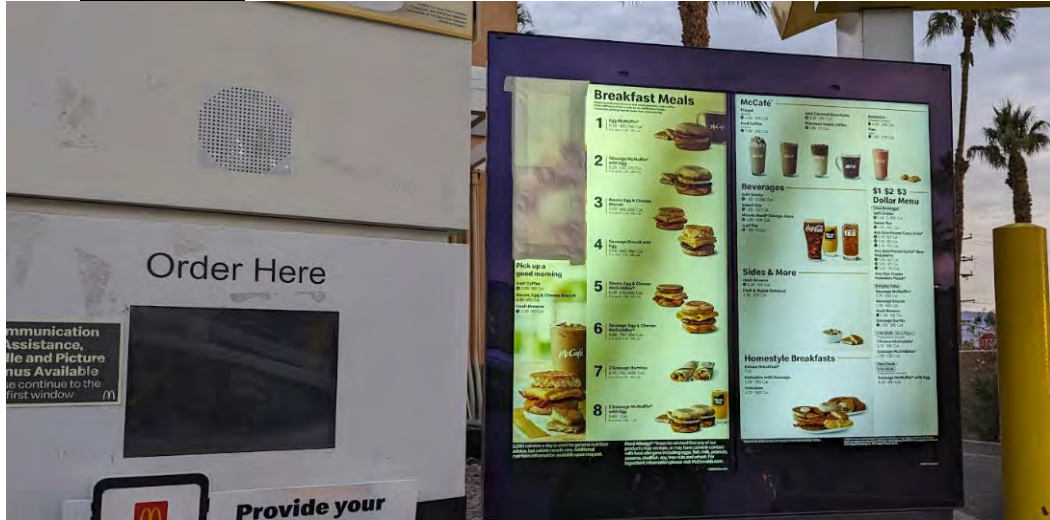
17 14. Plaintiff typically orders the Two Sausage Egg McMuffin meal (i.e., the number 8),
18 with an orange juice, together with either another an orange juice drink or an iced tea. (Declaration
19 of Amber Meyers, at ¶ 3 and ¶ 5)

20 15. The menu boards state in small, less than visible, font directly below the title
21 “Breakfast Meals”, that “Meals include hashbrown and a small premium roast coffee. Pick a
22 different drink or side for an additional charge. Promotion pricing may be lower than meal pricing”
23 (the “**Breakfast Meals Disclosure**”).¹ (See Exhibit “A”: Picture of Drive Thru Menu Board on
24
25
26
27

28 ¹ As of December 18, 2023, Plaintiff alleges the menu boards and meal offerings are being modified for the McDonald’s located at 1717 East Vista Chino, Blg D, Palm Springs, CA. 92262.

1 East Vista Chino; and See Exhibit “B”:

2 **See Exhibit “A”:** Picture of Drive Thru Menu Board on East Vista Chino;



3
4
5
6
7
8
9
10
11 **McDonald’s Location: 1717 Vista Chino East, Blg D, Palm Springs, CA. 92262**

12 **See Exhibit “B”:** Picture of Drive Thru Menu Board on East Vista Chino



13
14
15
16
17
18
19
20
21
22 **McDonald’s Location: 2465 E Palm Canyon Dr, Palm Springs, CA 92264**

23 16. Despite the Breakfast Meals Disclosure, Plaintiff was never aware that there was an
24 extra charge for the orange juice because it was advertised to be included as a part of the meal she
25 ordered. (Declaration of Amber Meyers, at ¶ 6, ¶ 7, ¶ 9, and ¶11).

26 17. McDonald’s simply advertises the breakfast meal with a pictured orange juice, with a
27 fixed price displayed for each meal offering (“Meal(s) with Orange Juice”).
28

1 18. Plaintiff, on behalf of herself and all others similarly situated, allege based on
 2 information and belief, that even after placing a drive-thru order, the order confirmation menu board
 3 fails to identify the extra charge for the orange juice as a “Surcharge” or “Upcharge”. (Declaration
 4 of Amber Meyers, at ¶11).

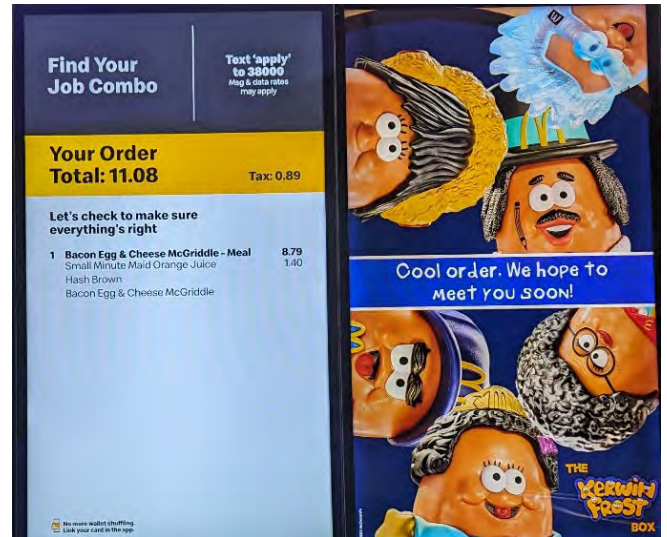
5 19. For example, the below image is a sample order confirmation board that show the
 6 order total, followed by an itemization of costs. (See Exhibit “C”: Drive Thru Menu Board (Side-
 7 Bar Order) for Cathedral City; See Exhibit “D”: Drive Thru Menu Board (Final Order) for
 8 Cathedral City).²

11 See Exhibit “C”: Drive Thru Menu Board
 12 (Side-Bar Order) for Cathedral City



25 Location: 67555 E Palm Canyon Dr,
 26 Cathedral City, CA. 92234

11 See Exhibit “D”: Drive Thru Menu Board
 12 (Final Order) for Cathedral City



Location: 67555 E Palm Canyon Dr,
 Cathedral City, CA. 92234

28 ² Provided for demonstrative purposes.

1 20. Plaintiff, on behalf of herself and all others similarly situated, allege through counsel,
2 that the cost of the advertised meal (i.e., \$8.79 in bold font), followed by the cost of the orange juice
3 (i.e., \$1.40 and not in bold font), makes it appear as if the orange juice is included in the applicable
4 meal price as advertised.

5 21. Rather than properly itemizing the order details, McDonald's fails to (i) identify the
6 \$1.40 as an "upcharge" on the menu board, or (ii) provide any subtotal inclusive of the orange juice
7 upcharge, and instead shows the order total above the itemization ("**Insufficient Order**
8 **Itemization**").

9 22. Plaintiff alleges she was never informed of a surcharge by any McDonald's
10 representative and never paid attention to the receipt, because she believed that McDonald's, as
11 likely the largest fast-food chain in the world, wouldn't try to hide a fee. (Declaration of Amber
12 Meyers, at ¶ 10).

13 23. Plaintiff asserts that if she knew there was a surcharge for the orange juice, she
14 would not have ordered an orange juice every time she went. (Declaration of Amber Meyers, at ¶
15 12).

16 24. Plaintiff feels lied to and cheated by McDonald's. (Declaration of Amber Meyers, at
17 ¶ 14).

18 **C. McDonald's In-Store Menu Boards and Orders**

19 25. Plaintiff, on behalf of herself and all others similarly situated, based upon
20 information and belief, alleges that McDonald's instore menu ordering boards also market the
21 applicable breakfast meals with an orange juice included as a part of the advertised price and meal
22 as demonstrated in the below pictures. (See Exhibit "E": In-Store Menu Board for Rancho Mirage;
23 See Exhibit "F": In-Store Menu Board for La Quinta):
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

See Exhibit “E”: In-Store Menu Board for Rancho Mirage



McDonald's Location: 34101 Monterey Ave., Rancho Mirage, CA. 92270

See Exhibit “F”: In-Store Menu Board for La Quinta



McDonald's Location: 78-962 CA-111, La Quinta, CA. 92253

26. Synonymous to the drive thru menu board, McDonald's instore menu board also includes the Breakfast Meals Disclosure, but it (i) is not clear and conspicuous given the small size of the font, and (ii) fails to properly notify consumers that special pricing or terms apply to the orange juice advertised as a part of the meal (i.e., there is no asterisk or other reference next to the advertised orange juice stating that special pricing or terms apply).

1 27. Instead, McDonald’s simply advertises the breakfast meal with an orange juice, with
 2 a fixed price displayed for that meal – leading consumers to believe that the orange juice is included
 3 as a part of the meal.

4 28. Plaintiff, on behalf of herself and all others similarly situated, alleges based upon
 5 information and belief, by and through counsel, that as a part of an instore purchase of a Meal with
 6 Orange Juice, there is no clear and conspicuous disclosure about any surcharge associated with the
 7 orange juice, except (i) as itemized on the printed receipt after payment is made, or (ii) as otherwise
 8 inquired by the customer.
 9

10 29. Similar to the drive thru experience, the only time Defendant identifies the orange
 11 juice as a surcharge in writing is on the receipt after payment is made -- specifying it as a “<Drink
 12 Upcharge>”. (See Exhibit “G”, Sample McDonald’s Receipt dated 12/18/2023).
 13

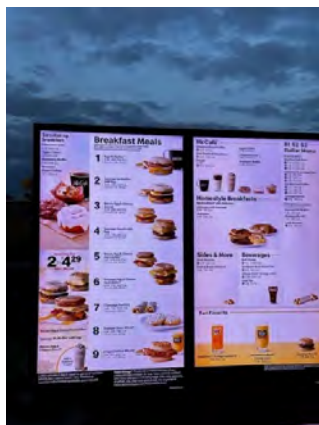


14
15
16
17
18
19
20
21 **Exhibit “G”, Sample McDonald’s Receipt dated 12/18/2023**

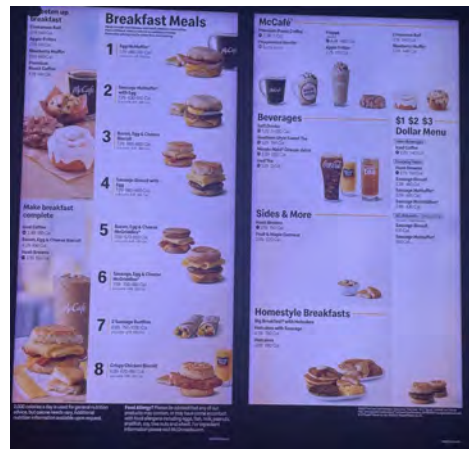
22 **D. Online Menu Boards and Complaints**

23 30. Online images for McDonald’s locations throughout the United States, establish that
 24 its disclosure and advertising practices are consistent across the nation. (See Exhibit “H”, Drive
 25 Thru Menu Board for Knoxville, TN; See Exhibit “I”, Drive Thru Menu Board for Melbourne,
 26 Florida; and See Exhibit “J”, Drive Thru Menu Board for U.S. Midwest):
 27
 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



See **Exhibit “H”** - Image obtained from the following website for McDonald’s located at 7545 Mountain Grove Dr, Knoxville, TN - <https://www.checkle.com/biz/mcdonalds-knoxville-13/menu>



See **Exhibit “I”** - Image obtained from the following website for the McDonald’s located at 235 Palm Bay Rd W. Melbourne, FL - <https://www.yelp.com/biz/mcdonalds-melbourne-37>. Breakfast menu as of 12/23/22.



See **Exhibit “J”** - Image obtained from the following website for a McDonald’s located in the U.S. Midwest, <https://www.sixteen-nine.net/2022/08/09/so-much-for-mission-critical-displays/>. Breakfast menu as of August 9, 2022

31. McDonald’s deceptively misleads consumers by advertising breakfast combination meals to include an orange juice both instore and through its drive thru menu boards, at a cost that differs from the advertised price, adding an Orange Juice Surcharge.

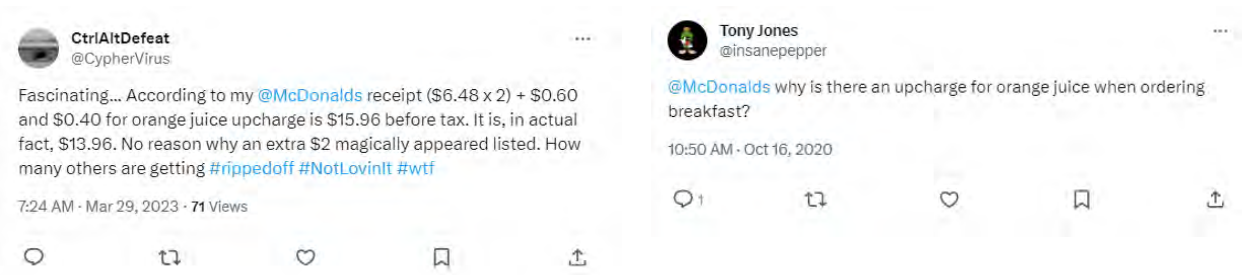
32. While McDonald’s correctly advertise its breakfast meals to the general public on its corporate website located at <https://www.mcdonalds.com/us/en-us/full-menu/breakfast.html>, consumers are unable to place an order for any of these items through its website. (See **Exhibit “K”**: Corporate Website).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



33. Various customers have expressed concerns about the false and deceptive advertising practices relating to McDonald's Orange Juice Surcharge on various social media outlets.

34. Multiple X users (formerly known as Twitter), have posted complaints about McDonald's Orange Juice Surcharge available at https://twitter.com/search?q=McDonalds%20Orange%20Juice%20Upcharge&src=typed_query, and pictured below:



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



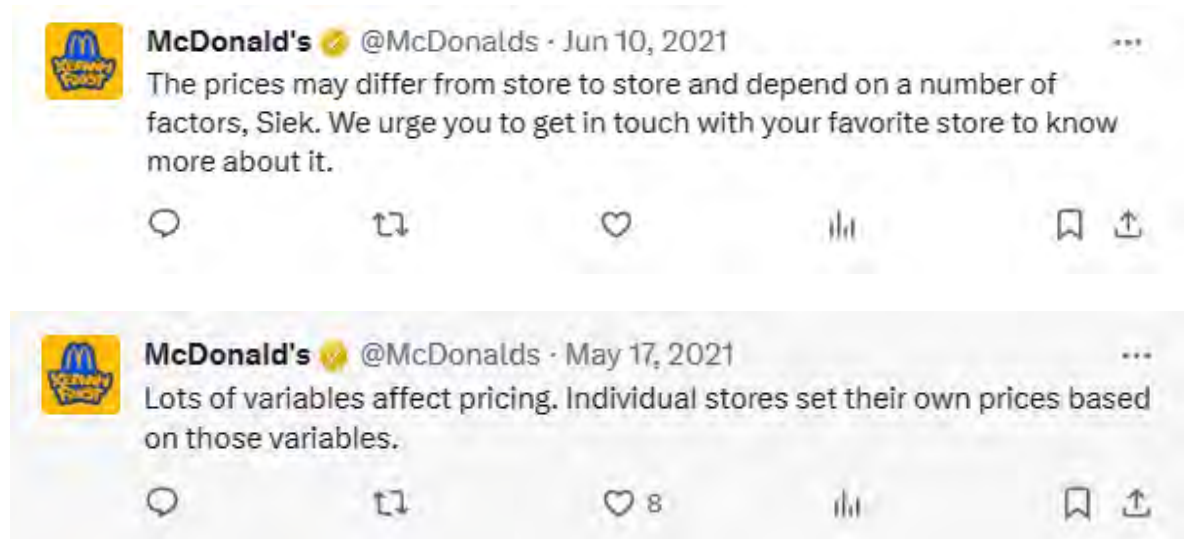
Daryl @drhudson20
 @Wendys @McDonalds @BurgerKing
 Why do you guys upcharge for orange juice? I buy a combo and tell the cashier I want to change the Default fountain drink for oj. And on the receipt it shows a charge for the orange juice. When the meal comes with a drink already. Why not just swap
 6:20 AM · Sep 20, 2023 · 72 Views

Tom Pierce @Tominator81
 @Wendys now that your serving breakfast, dont be pricks like @McDonalds and upcharge for orange juice...#StandardBreakfastDrink
 6:54 AM · Mar 7, 2020

Ryan @ryan_kc13
 @McDonalds your location in JFK terminal 4 is a scam. Second time here and all the time the employees are rude and uninterested and even wearing airpods! While working! And apparently \$2 upcharge for orange juice. Whatever but at least provide service with a smile.
 #notahappyMeal
 8:04 AM · Jan 6, 2020

Siek @Siekku
 @McDonalds I think adding a \$1.29 upcharge for a small orange juice with my meal is a bit silly. It would have been nice to have been asked if that was okay before adding the surcharge without my consent. Very disappointed and completely unacceptable.
 7:23 AM · Jun 7, 2021

35. McDonald's general response to these complaints are as follows (*Id.*):



1 36. Despite McDonald’s general and vague response to these complaints, the breakfast
2 meals are still advertised with an orange juice and a fixed price, misleading and deceiving
3 customers, who unknowingly pay the Orange Juice Surcharge.

4 37. Another YouTube user complained about McDonald’s Orange Juice Surcharge in the
5 following video <https://www.youtube.com/shorts/hR9ryYgyAil> (CAUTION - Viewer Discretion is
6 Advised: video contains profanity and vulgarism).

7
8 **E. General Allegations**

9 38. McDonald’s pricing strategy fails to put a reasonable person on notice of an Orange
10 Juice Surcharge, because (i) the Breakfast Meals Disclosure is not clear and conspicuous, (ii)
11 advertised Meals with an Orange Juice do not have an asterisk or some other reference next to the
12 pictured orange juice notifying consumers that special pricing or terms apply, (iii) its drive-thru
13 menu board itemizes a customer’s order without specifying the cost of the orange juice as an
14 “upcharge” or “additional fee”, (iv) the drive-thru menu board itemizes a customer’s order by
15 bolding the cost of the combo meal, and then identifies the cost of the orange juice as a subline item
16 in font that is not bold, making it appear as if the cost of the orange juice is included in the price of
17 the meal, (v) the displayed order on the drive thru menu board fails to provide a subtotal for all
18 items purchased, and instead displays the total order price above the applicable itemization of costs,
19 (vi) its employees never disclose a surcharge for orange juice, unless specifically asked, and (vii)
20 the only time Defendant discloses the existence of a surcharge in writing, is on the receipt after
21 payment is made - identifying the cost of the orange juice as an “<Upcharge>”.

22
23
24 39. This isn’t the first time that McDonald’s has been subject to a lawsuit for false
25 advertising for offering combo meals at a cost that differs from the advertised price. *See Bledsoe v.*
26 *McDonald’s USA LLC, et al., Case No. 2:18-cv-09354-PA-GJS*, in the U.S. District Court for the
27 Central District of California.
28

1 40. McDonald's breakfast meal advertisements that include an orange juice as a part of
2 the advertised price are unfair and financially damaging consumers, unknowingly paying the
3 Orange Juice Surcharge.

4 41. The impact of McDonald's actions is amplified by the current economic climate,
5 where many consumers, particularly those with limited income, are grappling with rising inflation
6 and food costs.

7 42. McDonald's is also unfairly competing with other fast-food chains that properly
8 advertise breakfast meals, offering prices that are inclusive of the items advertised.

9 43. McDonald's pricing strategy, which involves advertising meals with a fixed price and
10 then adding an Orange Juice Surcharge for the included juice, is misleading and results in unfair
11 competition by diverting customers from competitors who offer more transparent pricing.
12

13 44. Plaintiff, on behalf of herself and all others similarly-situated, seek to end
14 McDonald's unfair and materially misleading advertising and request the following: 1) monetary
15 damages fully compensating all individuals who were deceived by Defendant as a result of any
16 Orange Juice Surcharge; 2) injunctive relief requiring Defendant to provide corrected advertising
17 and/or to discontinue its current deceptive practices; and 3) such other relief as the Court deems
18 necessary and appropriate.
19

20 **V. CLASS ACTION ALLEGATIONS**

21 45. Plaintiff brings this action pursuant to Federal Rules of Civil Procedure 23(a) and
22 23(b)(2) and (b)(3) on behalf of the following class:
23

- 24 (i) **General Class:** All persons or entities in the United States who purchased an orange
25 juice as a part of any breakfast meal and were charged an Orange Juice Surcharge
26 from McDonald's for a period of four (4) years prior to the filing date of this action,
27 until the resolution of this action ("**General Class Period**"), and/or such class or
28 subclass as the Court may deem appropriate ("**General Class**").

1 (ii) **Advertised Orange Juice Subclass:** All persons or entities in the United States who
2 purchased an orange juice as a part of any breakfast meal from McDonald’s, that
3 advertised at least one meal to include an orange juice, who were charged an
4 Orange Juice Surcharge, for a period of four (4) years prior to the filing date of this
5 action, until the resolution of this action (the “**Subclass Period One**”), and/or such
6 class or subclass as the Court may deem appropriate (“**Subclass One**”).
7

8 (iii) **Meals with Orange Juice Subclass:** All persons or entities in the United States who
9 purchased an orange juice as a part of any breakfast meal from McDonald’s, that
10 advertised that meal to include an orange juice, who were charged an Orange Juice
11 Surcharge, for a period of four (4) years prior to the filing date of this action, until
12 the resolution of this action (the “**Subclass Period Two**”), and/or such class or
13 subclass as the Court may deem appropriate (“**Subclass Two**”).
14

15 46. The General Class Period, Subclass Period One, and Subclass Period Two, shall be
16 collectively referred to hereinafter as the “**Class Period**”.

17 47. The General Class, Subclass One, and Subclass Two, shall be collectively referred to
18 hereinafter as the “**Class**”.

19 48. Plaintiff reserves the right to amend the definition of the Class if discovery and
20 further investigation reveals that the Class should be expanded or otherwise modified.
21

22 49. Plaintiff reserves the right to establish additional sub-classes as appropriate.

23 50. This action is brought and properly may be maintained as a class action under the
24 provisions of Federal Rules of Civil Procedure 23(a)(1)-(4) and 23(b)(2) and (b)(3), and satisfies the
25 requirements thereof.

26 51. There is a well-defined community of interest among members of the Class, and the
27 disposition of the claims of these members of the Class in a single action will provide substantial
28 benefits to all parties and to the Court.

1 52. The members of the Class are so numerous that joinder of all members of the Class
2 is impracticable. At this time, Plaintiff believes that the Class includes thousands of members.
3 Therefore, the Class is sufficiently numerous that joinder of all members of the Class in a single
4 action is impracticable under Federal Rule of Civil Procedure Rule 23(a)(1), and the resolution of
5 their claims through the procedure of a class action will be of benefit to the parties and the Court.
6

7 53. Plaintiff's claims are typical of the claims of the members of the Class whom they
8 seek to represent because Plaintiff and each member of the Class has been subjected to the same
9 deceptive and improper practices by Defendant and have been damaged in the same manner.

10 54. Plaintiff will fairly and adequately represent and protect the interests of the members
11 of the Class as required by Federal Rule of Civil Procedure Rule 23(a)(4). Plaintiff has no interests
12 that are adverse to those of the members of the Class that they seek to represent. Plaintiff is
13 committed to the vigorous prosecution of this action and, to that end, Plaintiff has retained counsel
14 that is competent and experienced in handling complex class action litigation on behalf of
15 consumers.
16

17 55. A class action is superior to all other available methods of the fair and efficient
18 adjudication of the claims asserted in this Complaint under Federal Rule of Civil Procedure 23(b)(3)
19 because:

20 a. The expense and burden of individual litigation would not be economically
21 feasible for members of the Class to seek to redress their claims other than through the procedure of
22 a class action.
23

24 b. If separate actions were brought by individual members of the Class, the
25 resulting multiplicity of lawsuits would cause members to seek to redress their claims other than
26 through the procedure of a class action; and
27

28 c. Absent a class action, Defendants likely would retain the benefits of their
wrongdoing, and there would be a failure of justice.

1 56. Common questions of law and fact exist as to the members of the Class, as required
2 by Federal Rule of Civil Procedure 23(a)(2), and predominate over any questions that affect
3 individual members of the Class within the meaning of Federal Rule of Civil Procedure 23(b)(3).

4 57. The common questions of fact include, but are not limited to, the following:

5 a. Whether the nationwide practice by Defendant of selling falsely advertised
6 menu items violates the applicable consumer protection statutes;

7 b. Whether Defendant engaged in unlawful, unfair, misleading, or deceptive
8 business acts or practices;

9 c. Whether Defendant engaged in consumer fraud, deceptive trade practices, or
10 other unlawful acts;

11 d. Whether Defendant made any negligent misrepresentations;

12 e. Whether Defendant was unjustly enriched; and

13 f. Whether Plaintiff and members of the Class are entitled to an award of
14 reasonable attorneys' fees, pre-judgment interest, and costs of this suit.
15

16 58. In the alternative, this action is certifiable under the provisions of Federal Rule of
17 Civil Procedure 23(b)(2) because Defendants have acted or refused to act on grounds generally
18 applicable to the Class, thereby making appropriate final injunctive relief or corresponding
19 declaratory relief with respect to the Class as a whole and necessitating that any such relief be
20 extended to members of the Class on a mandatory, class-wide basis.
21

22 59. Plaintiff is not aware of any difficulty that will be encountered in the management of
23 this litigation that would preclude its maintenance as a class action.
24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT I
Violation of State Consumer Protection Laws

60. Each and every allegation set forth in paragraphs 1 through 59 of this Complaint is hereby repeated, reiterated, and realleged with the same force and effect and incorporated by reference as if fully set forth herein at length and in detail.

61. Plaintiff brings this claim on their own behalf and on behalf of all other persons or entities who purchased an Overstated Menu Item based on false representations as alleged herein of said product.

62. Plaintiff and each member of the Class is a consumer, purchaser or other person entitled to the protection of the consumer protection laws of the state in which he/she was charged an Orange Juice Surcharge.

63. The consumer protection laws of the state in which Plaintiff and each member of the Class who purchased a Meal with Orange Juice declare that unfair or deceptive acts or practices in the conduct of trade or commerce are unlawful.

64. Each of the fifty states and the District of Columbia have enacted statutes designed to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising. These statutes are:

- a. Alabama Deceptive Trade Practices Act, Ala. Statues Ann. §§ 8-19-1, et seq.;
- b. Alaska Unfair Trade Practices and Consumer Protection Act, Ak. Code § 45.50.471, et seq.;
- c. Arizona Consumer Fraud Act, Arizona Revised Statutes, §§ 44-1521, et seq.;
- d. Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, et seq.;
- e. California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq., and California’s Unfair Competition Law, Cal. Bus. & Prof Code § 17200, et seq.;

- 1 f. Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, et seq.;
- 2 g. Connecticut Unfair Trade Practices Act, Conn. Gen. Stat § 42-110a, et seq.;
- 3 h. Delaware Deceptive Trade Practices Act, 6 Del. Code § 2511, et seq.;
- 4 i. District of Columbia Consumer Protection Procedures Act, D.C. Code § 28
- 5 3901, et seq.;
- 6
- 7 j. Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201,
- 8 et seq.;
- 9 k. Georgia Fair Business Practices Act, § 10-1-390 et seq.;
- 10 l. Hawaii Unfair and Deceptive Practices Act, Hawaii Revised Statutes § 480 1,
- 11 et seq., and Hawaii Uniform Deceptive Trade Practices Act, Hawaii Revised
- 12 Statutes § 481A-1, et seq.;
- 13
- 14 m. Idaho Consumer Protection Act, Idaho Code § 48-601, et seq.;
- 15 n. Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS §
- 16 505/1, et seq.;
- 17 o. Indiana Deceptive Consumer Sales Act, Indiana Code Ann. §§ 24-5-0.5-0.1,
- 18 et seq.;
- 19 p. Iowa Consumer Fraud Act, Iowa Code §§ 714.16, et seq.;
- 20 q. Kansas Consumer Protection Act, Kan. Stat. Ann §§ 50 626, et seq.;
- 21 r. Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §§ 367.110, et seq.,
- 22 and the Kentucky Unfair Trade Practices Act, Ky. Rev. Stat. Ann §§ 365.020,
- 23 et seq.;
- 24
- 25 s. Louisiana Unfair Trade Practices and Consumer Protection Law, La. Rev.
- 26 Stat. Ann. §§ 51:1401, et seq.;
- 27
- 28

- 1 t. Maine Unfair Trade Practices Act, 5 Me. Rev. Stat. § 205A, et seq., and
- 2 Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat. Ann. 10, §
- 3 1211, et seq.;
- 4 u. Maryland Consumer Protection Act, Md. Com. Law Code § 13-101, et seq.;
- 5 v. Massachusetts Unfair and Deceptive Practices Act, Mass. Gen. Laws ch.
- 6 93A;
- 7 w. Michigan Consumer Protection Act, §§ 445.901, et seq.;
- 8 x. Minnesota Prevention of Consumer Fraud Act, Minn. Stat. §§ 325F.68, et
- 9 seq.; and Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. §
- 10 325D.43, et seq.;
- 11 y. Mississippi Consumer Protection Act, Miss. Code Ann. §§ 75-24-1, et seq.;
- 12 z. Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, et seq.;
- 13 aa. Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code
- 14 §30-14-101, et seq.;
- 15 bb. Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59 1601, et seq., and
- 16 the Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-
- 17 301, et seq.;
- 18 cc. Nevada Trade Regulation and Practices Act, Nev. Rev. Stat. §§ 598.0903, et
- 19 seq.;
- 20 dd. New Hampshire Consumer Protection Act, N.H. Rev. Stat. § 358-A:1, et seq.;
- 21 ee. New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8 1, et seq.;
- 22 ff. New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57 12 1, et seq.;
- 23 gg. New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law §§ 349, et
- 24 seq.;
- 25 hh. North Dakota Consumer Fraud Act, N.D. Cent. Code §§ 51 15 01, et seq.;
- 26
- 27
- 28

- 1 ii. North Carolina Unfair and Deceptive Trade Practices Act, North Carolina
- 2 General Statutes §§ 75-1, et seq.;
- 3 jj. Ohio Deceptive Trade Practices Act, Ohio Rev. Code. Ann. §§ 4165.01. et
- 4 seq.;
- 5 kk. Oklahoma Consumer Protection Act, Okla. Stat. 15 § 751, et seq.;
- 6 ll. Oregon Unfair Trade Practices Act, Rev. Stat § 646.605, et seq.;
- 7 mm. Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Penn.
- 8 Stat. Ann. §§ 201-1, et seq.;
- 9 nn. Rhode Island Unfair Trade Practices And Consumer Protection Act, R.I. Gen.
- 10 Laws § 6-13.1-1, et seq.;
- 11 oo. South Carolina Unfair Trade Practices Act, S.C. Code Laws § 39-5-10, et
- 12 seq.;
- 13 pp. South Dakota’s Deceptive Trade Practices and Consumer Protection Law,
- 14 S.D. Codified Laws §§ 37 24 1, et seq.;
- 15 qq. Tennessee Trade Practices Act, Tennessee Code Annotated §§ 47-25-101, et
- 16 seq.;
- 17 rr. Texas Stat. Ann. §§ 17.41, et seq., Texas Deceptive Trade Practices Act;
- 18 ss. Utah Unfair Practices Act, Utah Code Ann. §§ 13-5-1, et seq.;
- 19 tt. Vermont Consumer Fraud Act, Vt. Stat. Ann. tit. 9, § 2451, et seq.;
- 20 uu. Virginia Consumer Protection Act, Virginia Code Ann. §§ 59.1-196, et seq.;
- 21 vv. Washington Consumer Fraud Act, Wash. Rev. Code § 19.86.010, et seq.;
- 22 ww. West Virginia Consumer Credit and Protection Act, West Virginia Code
- 23 §46A-6-101, et seq.;
- 24 xx. Wisconsin Deceptive Trade Practices Act, Wis. Stat. §§ 100.18, et seq.;
- 25
- 26
- 27
- 28

1 yy. Wyoming Consumer Protection Act, Wyoming Stat. Ann. §§ 40-12-101, et
2 seq.

3 65. McDonald's pricing strategy fails to put a reasonable person on notice of an Orange
4 Juice Surcharge, because (i) the Breakfast Meals Disclosure is not clear and conspicuous, (ii)
5 advertised Meals with an Orange Juice do not have an asterisk or some other reference next to the
6 pictured orange juice informing consumers that special terms apply, (iii) its menu board itemizes a
7 customer's order to make it appear as if the item is included as a part of the advertised meal price,
8 failing to specify the orange juice is an "upcharge" or "additional fee", (iv) the drive thru menu
9 order confirmation board shows the price of the meal in bold font, with the orange juice line item
10 appearing below the price of the meal in font that is not in bold, making it appear as if the orange
11 juice is included in the price of the meal, (v) its drive thru menu order confirmation board fails to
12 provide a subtotal for the items purchased, and instead provides for a total order price that appears
13 above the applicable itemization, (vi) its employees never disclose a surcharge for orange juice,
14 unless specifically asked, and (vii) the only time a consumer is able to determine that an additional
15 fee applies is after the consumer has paid for the order and later delivered a receipt that properly
16 itemizes the item as an "<Upcharge>".
17
18

19 66. All Orange Juice Surcharges levied by Defendants fall under the scope of these
20 consumer protection laws.
21

22 67. Defendant's illegal deceptive practices harmed not only the named Plaintiff but also
23 all members of the Class. The exact amount of damages for both groups will be determined at trial.
24

25 **COUNT II**
Breach of Contract

26 68. Each and every allegation set forth in paragraphs 1 through 59 of this Complaint is
27 hereby repeated, reiterated, and realleged with the same force and effect and incorporated by
28 reference as if fully set forth herein at length and in detail.

1 79. Defendant purposefully and intentionally failed to transparently and properly
2 disclose the applicable surcharge for the orange juice, until after customers already paid for the
3 meal.

4 80. In making the representations of fact to Plaintiff and members of the Class described
5 herein, Defendant has failed to fulfill its duty to fully and transparently disclose the material facts
6 set forth above. The direct and proximate cause of this failure to disclose was Defendant's
7 negligence and carelessness.

9 81. Defendant, in making the misrepresentations and omissions, and in doing the acts
10 alleged above, knew or reasonably should have known that the representations were not true.

11 82. Plaintiff and members of the Class reasonably relied upon these false representations
12 and nondisclosures by Defendant when purchasing an orange juice as a part of a breakfast meal,
13 suffering harm as a result of their justified and foreseeable reliance on these false statements.

14 83. As a result of Defendant's wrongful conduct, Plaintiff and members of the Class
15 have suffered damages, the exact amount to be determined at trial.

17 **COUNT IV**
18 **Unjust Enrichment**

19 84. Each and every allegation set forth in paragraphs 1 through 59 of this Complaint is
20 hereby repeated, reiterated, and realleged with the same force and effect and incorporated by
21 reference as if fully set forth herein at length and in detail.

22 85. By its wrongful acts and omissions, Defendant has been unjustly enriched at the
23 expense of Plaintiff and members of the Class, and thus Plaintiff and members of the Class were
24 unjustly deprived of time and value of money provided to Defendant.

25 86. It would be inequitable and unconscionable for Defendant to retain the profit,
26 benefit, and other compensation they obtained from the deceptive, misleading, unfair and unlawful
27 conduct alleged herein.
28

1 87. Plaintiff and members of the Class seek restitution from Defendant, and seek an
2 order of this Court disgorging all profits, benefits, and other compensation obtained by Defendant
3 from its wrongful conduct.

4 **VI. REQUESTED RELIEF**

5 88. WHEREFORE, Plaintiff, on behalf of herself and the members of the Class, pray
6 that this Court enter a judgment, as follows:
7

8 a. Certifying the Class (and each applicable subclass) as requested herein, and
9 certifying Plaintiff as the Class representatives;

10 b. Ordering that each Defendant is financially responsible for notifying all
11 members of the Class of the alleged misrepresentations and omissions set forth herein;

12 c. Awarding Plaintiff and the members of the Class compensatory damages in
13 an amount according to proof at trial;

14 d. Awarding restitution and disgorgement of Defendants revenues to Plaintiff
15 and members of the Class;

16 e. Awarding declaratory and injunctive relief, including: enjoining Defendant
17 from continuing the unlawful practices as set forth herein, and directing Defendants to
18 identify, with Court supervision, victims of their conduct and pay them restitution and
19 disgorgement of all monies acquired by Defendants by means of any act or practice declared
20 by this Court to be wrongful or unlawful;
21

22 f. Awarding punitive damages to Plaintiff and the Class;

23 g. Ordering Defendants to stop charging an Orange Juice Surcharge or to
24 correct the deceptive advertising conduct;

25 h. Awarding interest on the monies wrongfully obtained from the date of
26 collection through the date of entry of judgment in this action;
27
28

1 i. Awarding attorneys’ fees, expenses, and recoverable costs reasonably
2 incurred in connection with the commencement and prosecution of this action; and

3 j. Directing such other and further relief as the Court deems just and proper.
4

5 **VII. DEMAND FOR JURY TRIAL**

6 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff and the Class
7 demand a trial by jury as to all matters so triable.
8

9
10 Dated: December 19, 2023



11 _____
Cameron Nazemi, Esq. (SBN. 260155)
CWN, Inc., a professional law corporation

12
13 *Counsel for Plaintiff and the proposed Class*
14
15
16

17 **List of Attachments & Exhibits:**

- 18 Declaration: Declaration of Amber Meyers
- 19 Exhibit “A”: Picture of Drive Thru Menu Board on East Vista Chino;
- 20 Exhibit “B”: Picture of Drive Thru Menu Board on Palm Canyon Road;
- 21 Exhibit “C”: Drive Thru Menu Board (Side-Bar Order) for Cathedral City;
- 22 Exhibit “D”: Drive Thru Menu Board (Final Order) for Cathedral City;
- 23 Exhibit “E”: In-Store Menu Board for Rancho Mirage;
- 24 Exhibit “F”: In-Store Menu Board for La Quinta;
- 25 Exhibit “G”: Sample McDonald’s Receipt dated 12/18/2023
- 26 Exhibit “H”: Drive Thru Menu Board for Knoxville, TN;
- 27 Exhibit “I”: Drive Thru Menu Board for Melbourne, Florida;
- 28 Exhibit “J”: Drive Thru Menu Board for U.S. Midwest; and
- Exhibit “K”: Corporate Website